

EXHIBIT 1

Settlement Agreement

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

CAROLINE PERRY, *on behalf of herself and all
others similarly situated,*

Plaintiff,

v.

McLEOD HEALTHCARE NETWORK, LLC,

Defendant.

Civil Action No.: 4:22-cv-00061-JD

SETTLEMENT AGREEMENT AND RELEASE

RECITALS

WHEREAS, on January 6, 2022, Maya Wilkes filed a collective action lawsuit in the United States District Court for the District of South Carolina, Florence Division, styled *Wilkes, et al. v. McLeod Healthcare Network, LLC*, Case No. 4:22-CV-00061-JD (the "Lawsuit" or the "Action");

WHEREAS, Caroline Perry ("Named Plaintiff") was subsequently substituted as Named Plaintiff via the filing of an amended complaint on July 17, 2023;

WHEREAS, the individuals identified in Exhibit A consented to join the Action as Opt-In Plaintiffs pursuant to 29 U.S.C. § 216(b), and have neither withdrawn their consent nor been dismissed by the District Court.

WHEREAS, the Parties agreed to resolve this matter following mediation held with Michael Russell on July 18, 2023. The terms and conditions of settlement reflected in this Agreement are a product of the Parties' negotiations and mediation, which were conducted at arm's length.

WHEREAS, the Parties, through their counsel, are familiar with the facts of the Action and the legal issues raised by the pleadings. The Parties acknowledge that *bona fide* disputes and controversies exist between them, both as to liability and the amount thereof, if any, and by reason of such disputes and controversies, they desire to compromise and settle all claims and

causes of action which are the subject of the Action. Accordingly, all Parties stipulate and agree that this settlement is a full and complete compromise and resolution, achieved through counsel, of bona fide disputes between the Parties with respect to coverage or amount due under the FLSA and is not a mere waiver of liquidated or other statutory claims.

WHEREAS, Plaintiffs and their counsel have conducted an investigation, performed discovery, conducted litigation, and believe, in view of costs, risks, and delay of continued litigation balanced against the benefits of resolution, that the resolution provided for in this Agreement is in the best interests of Plaintiffs and represents a fair, reasonable, and adequate resolution of the Action.

WHEREAS, Defendant denies any liability or wrongdoing whatsoever associated with Plaintiffs and the claims alleged in the Action. Defendant contends that it has at all times fully complied with the FLSA and that the Action cannot be litigated on a collective basis. Nevertheless, without admitting or conceding any damages or liability whatsoever or the propriety of collective action status, Defendant has entered into this Agreement to avoid the burden, expense, and uncertainty of further litigation.

WHEREAS, it is the desire of all Parties to fully, finally, and forever memorialize, settle, compromise, and discharge all disputes and claims that have been brought in the Action or that reasonably arise out of the facts alleged in the Action;

NOW, THEREFORE, the Parties, intending to be legally bound and in consideration of the mutual promises, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

TERMS AND PARTIES

1. This Settlement Agreement and Release ("Agreement") is entered into between Caroline Perry ("Named Plaintiff"), individually and on behalf of all persons identified in Exhibit A ("Opt-in Plaintiffs") (collectively, "Plaintiffs", "Settlement Class", "Settlement Class Members," or the "Collective"), and McLeod Healthcare Network, LLC and its affiliated entities set forth herein ("Defendant") and sets forth the complete terms and conditions for settlement of the Action and release of all claims asserted in the Action. Collectively, Defendant and Plaintiffs are referred to herein as the "Parties". "Plaintiffs' Counsel" or "Collective Counsel" refers to Anderson Alexander, PLLC and Falls Legal, LLC. "Defendant's Counsel" refers to Jackson Lewis P.C.

NO ADMISSION

2. The Parties acknowledge and agree that there is a good-faith dispute as to whether any amounts for alleged unpaid wages are owed, and they agree that the amount to be paid under this Agreement represents a good-faith compromise of such dispute. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. In particular, and without limiting the generality of the foregoing, nothing in this Agreement, nor the consummation of this Agreement, is to be

offered, construed or deemed an admission of liability, culpability, negligence, wrongdoing, impropriety, responsibility or fault whatsoever on the part of Defendant, Releasees, or the employees and agents of any of them, and all such entities and persons expressly deny any liability, culpability, negligence, wrongdoing, impropriety, responsibility or fault whatsoever.

COURT APPROVAL AND MUTUAL COOPERATION

3. This Agreement is not subject to revocation, but its enforceability is expressly contingent upon such approval by the United States District Court for the District of South Carolina ("District Court") as may be necessary to effectuate full and complete settlement in accordance with the FLSA. Within ten (10) days of complete execution of this Agreement (including by the Named Plaintiff, Plaintiffs' Counsel, Defendant, and Defendant's Counsel), Plaintiffs' Counsel will provide Defendant's Counsel an opportunity to review and provide comment regarding an initial draft of Plaintiffs' Unopposed Motion for Approval, which will request entry of an Order approving the settlement terms of this Agreement and dismissing this Action with prejudice. Subject to its approval (which will not be unreasonably withheld), Defendant agrees not to oppose Plaintiffs' Motion for Approval, and the Motion shall be filed within twenty (20) days of complete execution of this Agreement. Counsel for the Parties shall cooperate in good faith to draft the necessary pleadings to secure approval and dismissal with prejudice by the District Court. In the event that this Agreement does not obtain approval of the District Court, this Agreement and all matters covered by it shall be null and void. In such event, nothing in this Agreement shall be used or construed by or against any party as a determination, admission, or concession of any issue of law or fact in the Action, and the parties do not waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense of the Action as if this Agreement never existed. In the event the District Court does not approve a term of this Agreement, the Parties will confer in good faith about appropriate revisions to this Agreement, and the Parties may submit a revised Agreement to the District Court for approval in the event they agree upon appropriate revisions.

4. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may be reasonably necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

5. This Agreement shall become effective on the "Settlement Effective Date," which is defined as the date the Court enters an order approving this Agreement and dismissing the action with prejudice.

SETTLEMENT AMOUNTS AND ALLOCATION

6. **Gross Settlement Fund.** In consideration for the signing of this Agreement and for the compliance with the promises made herein, Plaintiffs agree to accept, and Defendant agrees to make available up to, but not more than, the maximum gross amount of SIX

HUNDRED THOUSAND DOLLARS (\$600,000.00). This amount shall be referred to herein as the "Gross Settlement Fund." Under no circumstances shall Defendant be required to pay more than the Gross Settlement Fund under this Agreement, except as specifically set forth in this Agreement as to Defendant's payment of the employer's share of applicable payroll taxes as required by law, and with regard to any additional amounts paid pursuant to Paragraph 9. Defendant shall not be required to set aside, deposit or transfer any funds except as expressly stated herein and not until after the Settlement Effective Date.

7. Claims Administrator. The parties agree that third-party administration of claims is beneficial given the nature of this matter and the numerosity of the Settlement Class. To that end, the Parties will mutually select a Claims Administrator to carry out the administrative tasks set forth in this agreement, the cost of which will be deducted from the Gross Settlement Fund.

8. Payments Out of the Gross Settlement Fund.

a. Attorneys' Fees, Expenses, and Costs. Plaintiffs' Counsel will apply to the District Court (and Defendant will not oppose) for payment from the Gross Settlement Fund of TWO HUNDRED FORTY THOUSAND DOLLARS \$240,000.00, in attorneys' fees, exclusive of reimbursement for expenses and costs, which also shall be paid from the Gross Settlement Fund after deduction of attorneys' fees. Notwithstanding Paragraph 3 of this Agreement, the enforceability of this Agreement is not contingent on the Court's approval of the requested attorneys' fees, costs, and expenses, provided that the approved amount does not exceed \$240,000.00 in attorneys' fees, exclusive of reimbursement for expenses and costs. If the District Court awards a lesser amount, then (i) Defendant shall pay the lesser amount approved by the District Court, (ii) any reduction will not reduce the Gross Settlement Fund and will be distributed as part of the payments to the Settlement Class through the Net Settlement Fund, and (iii) the Release language in Paragraphs 15-19 shall continue to be fully effective. Defendant agrees that it will not oppose an award of attorneys' fees consistent with this agreement before the District Court (although Defendant will not support or make any representation that the settlement amount paid to resolve the Plaintiffs' claims for attorneys' fees and costs is reasonable and will not express approval of the hourly rates claimed or number of hours worked by Plaintiffs' Counsel). The total attorneys' fees actually paid will be in the amount approved by the Court, provided that the approved amount does not exceed \$240,000.00, and will be paid from the Gross Settlement Fund, in full and complete satisfaction of all claims by Plaintiffs or their counsel for attorneys' fees of any kind whatsoever (including any fees incurred after execution of this Agreement). Likewise, the total amount of expenses and costs actually paid will be in the amount approved by the Court and will be paid from the Gross Settlement Fund after deduction of attorneys' fees, in full and complete satisfaction of all claims by Plaintiffs or their counsel for expenses and costs of any kind whatsoever.

i. Plaintiffs and Plaintiffs' Counsel shall not be entitled to any attorney's fees, expenses, and costs in addition to those awarded by the Court pursuant to this Agreement and paid from the Gross Settlement Fund.

ii. Defendant shall have no responsibility for allocating or distributing attorneys' fees or expenses/costs among the Plaintiffs' Counsel.

iii. Plaintiffs and Plaintiffs' Counsel shall defend, hold harmless, and indemnify Defendant and Defendant's Counsel from and against any dispute, claims, and damages, regarding the payment or apportionment of attorneys' fees, expenses, and costs related to the settlement of this Action.

b. Service Awards to Named Plaintiff and Other Plaintiffs. Plaintiffs' Counsel will apply to the District Court (and Defendant will not oppose) for payment from the Gross Settlement Fund of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS, AND NO CENTS (\$13,500.00) for Service Awards to the Named Plaintiff and certain Other Plaintiffs in the respective amounts specified in Exhibit A, in recognition of their active role in this Action and in exchange for a general release of all claims arising from or related to their employment. These Service Awards shall be in addition to the allocations referenced in Paragraph 11. Notwithstanding Paragraph 3 of this Agreement, the enforceability of this Agreement is not contingent on the Court's approval of the requested Service Awards, provided that the approved amount does not exceed \$13,500.00. If the District Court awards a lesser amount, then (i) Plaintiffs shall receive the lesser amount approved by the District Court, (ii) any reduction will not reduce the Gross Settlement Fund and will be distributed as part of the payments to the Settlement Class through the Net Settlement Fund, and (iii) the Release language in Paragraphs 15-19 shall continue to be fully effective. Defendant agrees that it will not oppose Service Awards up to \$13,500.00 before the District Court (although Defendant will not support or make any representation that the Service Awards are reasonable). The total amount of Service Awards actually paid will be in the amount approved by the Court, provided that the approved amount does not exceed \$13,500.00, and will be paid from the Gross Settlement Fund.

- i. Plaintiffs and Plaintiffs' Counsel shall not be entitled to any Service Awards in addition to those awarded by the Court pursuant to this Agreement and paid from the Gross Settlement Fund.
- ii. The Named Plaintiff and Plaintiffs' Counsel exercised discretion to designate which Plaintiffs would be subject to the requested Service Awards and the amount of each requested Service Award. Defendant shall have no responsibility for allocating or distributing the Service Awards.
- iii. Should any Plaintiff dispute the payment or apportionment of the Service Awards, then such disputing Plaintiff shall defend, hold harmless, and indemnify Defendant and Defendant's Counsel from and against any dispute, claims, and damages, regarding the payment or apportionment of the Service Awards.
- iv. Service awards will be allocated as non-wage income for taxation purposes and shall be paid without employment withholdings or deductions.

- v. Service awards will not be distributed until the Service Award Recipient completes the General Release attached as Exhibit C.

9. Reserve Fund. The Parties agree to set aside and designate SIXTY THOUSAND DOLLARS, AND NO CENTS (\$60,000.00) of the Net Settlement Fund as a Reserve Fund. To the extent that individuals who previously received notice of this collective action come forward to assert a claim ("Future Claimants"), such claims will be satisfied by monies in the Reserve Fund.

a. Payments out of the Reserve Fund. Should Future Claimants contact Collective Counsel to represent them for the Settlement Claims as defined in Section 17, Future Claimants must fill out and submit to the Claims Administrator a claim form (Exhibit B). Upon receipt of a completed claim form by a Future Claimant, Claims Administrator will notify all counsel within seven (7) business days and Defendant's Counsel will provide the necessary data¹ for said claimant to the Claims Administrator and Plaintiffs' Counsel within five (5) business days. Thereafter, within ten (10) business days of receipt of the data from Defendant's counsel, the Claims Administrator will calculate and pay such Future Claimant their available settlement share out of the Reserve Fund with each Future Claimant's individual settlement share amount to be determined based upon the formula used to determine payments out of the Net Settlement Fund to Settlement Class Members as further described in Paragraph 11 below.

b. Reversion. To be valid and payable, all claims must be submitted and received by the Claims Administrator prior to December 31, 2024. Any monies in the Reserve Fund that remain unclaimed as of January 10, 2025, will be paid by the Claims Administrator to Defendant.

c. Fees and Costs Pertaining to the Reserve Fund. Collective Counsel will not charge any fees or costs to any Future Claimants so long as the initial Reserve Fund is not depleted; nor will Collective Counsel seek any recovery from Releasees for representing Future Claimants so long as the initial Reserve Fund is not depleted. Should the Reserve Fund be depleted prior to December 31, 2024, the Parties will confer in good faith to determine the appropriate course of action to handle any outstanding claims on the Reserve Fund. Notwithstanding the provisions of Section 7 and only if the Reserve Fund is depleted, Collective Counsel may claim a reasonable fee commensurate with the fees already recovered under this Agreement from any amounts recovered by Future Claimants that exceed the original Reserve Fund amount prior to December 31, 2024. The Claims Administrator shall promptly notify all counsel in the event the Reserve Fund falls below \$7,500.00.

10. Net Settlement Fund. The attorneys' fees, expenses, and costs awarded by the Court to Plaintiffs' Counsel, the Service Awards awarded by the Court for the Named Plaintiff and Other Plaintiffs, the Claims Administrator fees,² and the Reserve Fund will be subtracted from the Gross Settlement Fund, and the remaining amount is the Net Settlement Fund.

¹ For each Future Claimant, Defendant will provide the total number of automatic meal period deductions taken as each individual from January 7, 2019, through the date of execution of this Agreement.

² This amount includes costs incurred in sending the original Notice and Consent Form, in addition to the costs of

11. Payments Out of the Net Settlement Fund to Settlement Class Members. Defendant agrees to pay or cause to be paid no more than the total amount of the Net Settlement Fund, to be allocated among Settlement Class Members, and any employee payroll taxes associated with their claims to fully resolve and release the claims of the Settlement Class. Allocations among Settlement Class Members from the Net Settlement Fund have been determined by Class Counsel in their discretion, subject to Court approval. The Claims Administrator will calculate the settlement amount for each Collective Member by dividing the Net Settlement Amount by the total number of automatic meal period deductions taken as to the Collective from January 7, 2019, through the date of execution of this Agreement (the "Collective Period") to create a Per Break Value. The Claims Administrator shall then multiply the Per Break Value by the number of automatic meal period deductions taken as to each individual Collective Member during the Collective Period, to determine each Collective Member's individual settlement share (the "*Pro Rata* Settlement Amount"). Included on Exhibit A are the number of automatic meal break deductions taken per Plaintiff during the Collective Period, which will be used by the Claims Administrator to perform the calculations. Unless expressly stated otherwise herein, Settlement Class Members shall not be entitled to any additional payments beyond what is contemplated by this Paragraph.

12. Tax Allocations. Payments to the Settlement Class, not including any enhancements paid to the Named Plaintiff or other Service Award recipient, shall be allocated as follows: (1) 50 percent of the payment to each Settlement Class Member shall be allocated to wages; and (2) 50 percent of the payment to each Settlement Class Member shall be allocated to non-wages representing statutory penalties and liquidated damages. The wage portion shall be subject to deductions as required by law, and a Form W-2 will be issued. The non-wage portion shall be paid without deductions, and a Form 1099 will be issued. All of the employer's share of payroll taxes on the wage portions of this Settlement shall be paid by Defendant, and said payroll taxes are in addition to the Gross Settlement Fund.

13. Tax Reporting. Within the time period prescribed by applicable law, Defendant will provide, or cause to be provided via the Claims Administrator, an IRS Form W-2 (for wages) and an IRS Form 1099 (for non-wages), and any corresponding state tax reporting forms, to each Settlement Class Member. Defendant will provide, or cause to be provided via the Claims Administrator, an IRS Form 1099 for any Service Awards received by the Named Plaintiff and any other Plaintiffs who receive a Service Award. Defendant will provide, or cause to be provided via the Claims Administrator, Plaintiffs' Counsel with an IRS Form 1099 for the attorneys' fees, expenses, and costs awarded to Plaintiffs' Counsel. Plaintiffs' Counsel shall provide completed W-9 forms to the Claims Administrator in advance of payment.

14. Tax Liability. Each Plaintiff shall be solely and legally responsible to pay all taxes on the non-wage portion of their respective settlement payments, and all of the employees' share of taxes on the wage portion of their respective settlement payments. Plaintiffs expressly acknowledge and agree that they are relying upon their own legal and/or tax advisors, and not upon Defendant or its attorneys, with respect to any tax aspects of this Agreement. In the event

settlement administration to be incurred.

that it is determined that any taxes are owed based on the taxation laws in effect on the date of execution of this Agreement or that become due at any time in the future because of a change to the laws governing the taxation of such proceeds, Plaintiffs agree to assume the responsibility for and to pay said taxes, and further to indemnify and hold Defendant harmless in the event that any federal, state, or local taxing authority asserts against Plaintiffs any claim for unpaid taxes, failure to withhold taxes, or interest based upon Defendant's payment of the above-referenced settlement amounts.

**RELEASES BY THE NAMED PLAINTIFF
AND THE SETTLEMENT CLASS**

15. Upon execution of this Agreement and approval by the Court, the Named Plaintiff and every Settlement Class Member will waive and release their "Settlement Claims", as defined herein. The Named Plaintiff is required to execute this Agreement to effectuate the Release on behalf of all of the Settlement Class.

16. **Releasees.** The Release will be for the benefit of "Releasees," which is defined as follows: (i) McLeod Healthcare Network, LLC, McLeod Health, McLeod Regional Medical Center of the Pee Dee, Inc., McLeod Health Cheraw, McLeod Health Clarendon, McLeod Health Dillon, McLeod Loris Seacoast Hospital, McLeod Physician Associates II, and McLeod Occupational Health LLC; (ii) any current or former subsidiary, parent company, affiliated entity, related entity, joint venturer, predecessor, successor, assign, or division of the entities in (i); and (iii) any past, present and/or future, direct and/or indirect, officers, directors, owners, partners, members, trustees, agents, employees, shareholders, representatives, advisors, insurers, attorneys, or employee benefit or welfare programs or plans (including the administrators, trustee, fiduciaries, and insurers of such program or plan) of an entity referenced in or encompassed by subsection (i) or (ii) hereof.

17. **Release.** The Named Plaintiff and Settlement Class Members release and fully discharge Releasees from the "Settlement Claims." The "Settlement Claims" are defined as any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, whether known or unknown, that were alleged or that reasonably arise out of the facts alleged in the operative complaint in the Action, which means all claims for allegedly uncompensated overtime, minimum wage, or other unpaid wages, and including liquidated damages, interest, penalties or fines, that were asserted or could have been asserted in this Action under federal, state, or local law, including off-the-clock claims, arising from interrupted or missed meal breaks, through the Settlement Effective Date. This release of the Settlement Claims includes all claims under the Fair Labor Standards Act and all other claims for wages, including the South Carolina Payment of Wages Act, claims under the theories of *quantum meruit*, unjust enrichment, conversion, breach of contract, theft of labor and any other state, federal, or local law related to the payment of wages, overtime, minimum wage, all claims for costs, attorneys' fees and/or interest, or any other benefits arising from the alleged non-payment of wages. This release of the Settlement Claims includes any claim for recovering costs, fees, or other expenses including any and all attorneys' fees related to this Action. This release of the Settlement Claims includes any and all other claims which are derivative of wage claims being released.

18. In addition, there shall be included release language on the back of each check sent to each Settlement Class Member stating: "I agree to all terms of the Settlement Agreement and Release in *Perry v. McLeod Healthcare Network, LLC*, and waive any right to bring suit for wages under state or federal law as stated therein."

19. The effect of the Release and dismissal with prejudice of the Action on any future claim brought by a Settlement Class Member will be determined by the court in which any such claim is brought.

SETTLEMENT PAYMENTS

20. Within ten (10) business days after the Settlement Effective Date, the Claims Administrator will establish a qualified settlement fund ("QSF") under the Internal Revenue Code of 1986, as amended, and shall serve as trustee of the QSF and a fiduciary with respect to handling, management, and distribution of the QSF, including the handling of tax-related payments.

21. Within five (5) business days after the establishment of the QSF, Defendant will transfer by wire or check the Gross Settlement Fund to the Claims Administrator plus the employer's share of payroll taxes, as calculated by the Claims Administrator.

22. Within ten (10) business days after Defendant funds the Gross Settlement Fund into the QSF, the Claims Administrator will pay by electronic funds transfer the amount approved by the District Court for attorneys' fees, expenses, and costs to Collective Counsel. Claims Administrator will issue one form 1099 to Anderson Alexander, PLLC representing their payment of attorneys' fees and costs and one form 1099 to Falls Legal, LLC representing their payment of attorneys' fees and costs. This payment is contingent on Claims Administrator's receipt of a current form W-9 from Collective Counsel.

23. Within ten (10) business days of Defendant funding the QSF and after the Named Plaintiff and Service Award Plaintiffs have signed the release required by paragraph 8 hereof, Claims Administrator will pay the Service Awards to the Service Award Plaintiffs by electronic funds transfer or check, as determined by each recipient. The Claims Administrator will issue a form 1099 to the Service Award Plaintiffs representing this payment. This payment is contingent on the Claims Administrator's receipt of a current form W-9 from Service Award Plaintiffs.

24. Within ten (10) business days of Defendant funding the QSF, Claims Administrator will issue checks to each Settlement Class Member according to the terms set forth herein. The Claims Administrator will issue the applicable Forms W2 and 1099 to the Settlement Class Members representing this payment.

25. Settlement Class Members have no right or claim to any funds made available under this Agreement unless and until they execute the release language contained on the back of the settlement checks as described herein.

26. Settlement Class Members shall have ninety (90) calendar days after mailing of the settlement checks to deposit their respective settlement checks. If any Settlement Class Members do not endorse the release language and deposit their checks within ninety (90) days after mailing, their checks will be void and a stop-payment order shall be placed on such checks. In such event, those Settlement Class Members will be deemed to have waived irrevocably any right in or claim to a settlement share, but the Agreement and Release contained herein will nevertheless be binding upon them. Thirty (30) days before conclusion of the period for depositing checks, the Claims Administrator will notify Plaintiffs' Counsel of the names of those individuals who have not yet deposited their settlement check. Within fifteen (15) days of the conclusion of the 90-day period for depositing checks, the Claims Administrator will (a) notify Defendant's Counsel of the names of the Plaintiffs who did not timely deposit their checks and the amount of each Check that was not timely deposited, and (b) transfer any unclaimed funds to Defendant.

PUBLICITY

27. The Parties acknowledge that settlement of claims brought pursuant to the Fair Labor Standards Act requires approval by the Court and that the Court may require that this Agreement be part of the record for the Action. However, Named Plaintiff Perry and Plaintiffs' Counsel agree not to publicize the terms of this Agreement to any media outlet, social media platform, or law firm website. If the Court determines that this provision is improper or that part of this provision is improper, the provision or the improper part of the provision shall be deleted from the Agreement and such deletion shall not affect the validity of the remainder of the Agreement. Nothing contained herein shall be construed to prevent the disclosure of the amount and terms of settlement to the Parties' accountants, auditors, financial advisors, spouses, attorneys, tax authorities, or to any federal, state, or local government agency or court when required by law or court order to do so.

ENFORCEMENT ACTIONS

28. The Parties shall negotiate in good faith to resolve all issues or disputes that arise regarding this Agreement. Except as stated in Paragraph 19 (in regards to enforcing the Release in court), all claims and disputes regarding this Agreement, including any disputes regarding the validity, applicability, terms, or enforceability of this Agreement, shall be adjudicated exclusively by binding arbitration, rather than by a judge or jury in court. The Parties mutually agree that Michael Russell will serve as the arbitrator in any such arbitration, and the locale of any hearing will be via Zoom and/or in Nashville, TN. The arbitrator's fees and costs will be borne equally by the Parties.

CONSTRUCTION

29. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's length negotiations between the Parties.

This Agreement has been drafted jointly by counsel for the Parties and shall not be construed in favor of or against any Party.

30. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

MODIFICATION

31. This Agreement may not be changed, altered, or modified except in writing and signed by the Parties and expressly referring to this Agreement. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

32. This Agreement, together with Exhibit A and Exhibit B constitute the entire agreement between the Parties relating to the resolution of this Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. The Parties expressly acknowledge that they have not relied on any representations or promises not expressly contained in this Agreement. No rights hereunder may be waived except in writing.

BINDING SCOPE; NO PRIOR ASSIGNMENTS

33. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

APPEAL

34. The Parties agree to waive all appellate rights arising out of the Court's approval (or disapproval) of this Agreement.

SIGNATURES AND PARTIES' AUTHORITY

34. Prior to execution, Plaintiffs' Counsel have fully explained the Settlement to the Named Plaintiff, provided her with a copy of the Agreement, and answered any questions raised by the Named Plaintiff. The signatures of Plaintiffs' Counsel and the Named Plaintiff below represent their knowing and voluntary agreement to enter into this Agreement on behalf of the Named Plaintiff and all other Settlement Class Members and to bind them to the terms and conditions of the Agreement. It is agreed that, because the Settlement Class Members are so

numerous, it is impossible or impractical and not required to have each Settlement Class Member execute this Agreement.

35. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate and execute this Agreement and to take all appropriate action required to effectuate the terms hereof and to execute any other documents required to effectuate the terms of this Agreement.

COUNTERPARTS

36. This Agreement may be executed in one or more counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. Signatures sent by facsimile machine, scanned signatures in Portable Document Format sent by email, and electronic signatures shall be deemed original signatures. All executed copies of this Agreement, and photocopies thereof, shall have the same force and effect and shall be legally binding and enforceable as the original.

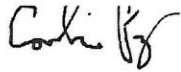
GOVERNING LAW

37. All terms of this Agreement shall be governed by and interpreted according to the laws of South Carolina.

NAMED PLAINTIFF HAS BEEN PROVIDED A REASONABLE AMOUNT OF TIME TO CONSIDER THIS AGREEMENT. NAMED PLAINTIFF HAS READ AND FULLY CONSIDERED THIS AGREEMENT AND THE RELEASE LANGUAGE HEREIN AND DESIRES TO ENTER INTO THIS AGREEMENT.

NAMED PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION AND CONSULTATION WITH COUNSEL, ENTERS INTO THIS AGREEMENT AND RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS SHE BROUGHT OR COULD HAVE BROUGHT IN THE ACTION.

(signature page follows)



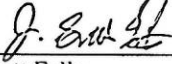
Caroline Perry

Date: 9/22/23 12:00 CDT

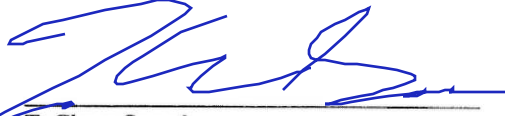


Fulton Ervin
Chief Financial Officer

Date: 9/26/2023



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Ashley L. Falls
FALLS LEGAL, LLC
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T. Chase Samples
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Clif Alexander

ATTORNEYS FOR DEFENDANT

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Corpus Christi, TX 78401

Date: 9/26/23

ATTORNEYS FOR PLAINTIFF

Date: 9/22/23 12:34 CDT

EXHIBIT 1-A

Opt-In Settlement List with Service Awards

<u>Last Name</u>	<u>First Name</u>	<u>Auto-Deducts Taken</u>	<u>Service Award Amount</u>
ADAMS	ABREANNA	169	
ADAMS	KIARA	193	
ALEXANDER	TAMELA	7	
ALLISON	KAYLEIGH	206	
AMAYA	ANITA	42	
ANDERSON	ELIZABETH	126	
ANDERSON	MARSHA	281	
ARNETTE	AMANDA	453	
ARNETTE	AUBREY	582	
ATKINSON	SARAH	556	
AVELLANEDA	AMY	115	
BADGETT	PENNY	559	
BAILEY	CRYSTAL	210	
BALL	CASSANDRA	12	
BALLOON	LAKESHIA	71	\$500.00
BAREFOOT	PATTI	76	
BARRIER	SHAVANTA	278	
BARRINEAU	REBECCA	428	
BEARGEON	RACHAEL	195	
BEASLEY	KATRINA	289	
BELL	KIONDRA	101	\$500.00
BELLAMY	EULA	361	
BELLAMY	SHONTA	287	
BENSON	BELAN	9	
BENTON	RENEE	304	
BESS	THERESSA	596	
BETHEA	REGINALD	529	\$500.00
BETHUNE	JUDITH	456	
BILLINGS	LATONGA	13	
BLACK	TIFFANY	436	
BLAKENEY	KASHONTA	174	
BOETTCHER	KAITLYN	211	
BOHACHIC	MARY	521	
BONNEAU	TAMEKIA	673	
BOSTICK	FAITH	33	\$500.00
BOWDEN	BOBBIE	153	
BOYLES	MONAE	101	
BRADDOCK	CHRISTINA	79	
BRADLEY	BRITTANY	121	
BROOKS	ANDREA	86	
BROOKS	LATESHA	214	
BROWN	NICOLE	73	

BROWN	REGAN	153	
BROWN	TESTLEY	19	
BRYANT	SHEKELIA	305	
BURCH	SHANAY	27	
BURGESS	CHRISTOPHER	200	
BURGIO	SAMANTHA	138	
BURROUGHS	ANGELA	360	
BUSKEY	LINDA	587	\$1,000.00
Butler	Shelly	162	
BYL	SHERRY	156	
BYRD	REVA	38	\$500.00
BYRD	VICTORIA	6	
CAGE	ADRIAN	392	
CAIN	KATRINA	8	
CAIN	TANZANIA	169	
CAINE	BLAETEN	211	
CALCUTT	KAREN	638	
CAMPBELL	HEIDI	527	
CAPOSTI	JOSEPHINE	126	
CARANO	VIRGINIA	74	
CARRAWAY	DEBBIE	301	
CARTER	HEIDI	286	
CASEY	KATISHA	208	
CASILLAS	LORIE	36	
CHANDLER	DECOSHA	250	\$500.00
CHANDLER	RACHEL	52	
CHARLES	FARRAH	44	
CHARLES	LATOYA	198	
Chavis	Kimberly	412	
COE	THELMA	52	
COKER	KRYSTIE	352	
CONKLIN	LESLIE	60	
COTTINGHAM	ANGELA	209	
COVINGTON	LTOYA	93	
COX	MARY	25	
CRAFT	TAMMY	347	
CRAWFORD	DEBORA	266	
CRAWFORD	KATHRYN	111	
CRUZ	MONICA	196	
CUMMINGS	TONYA	298	
DANIELS	LYNSIE	33	
DAVIS	DEBRA	563	
Davis	Mary	0	\$500.00

DAVIS	NANCY	178	
DAVIS	TIFFANY	9	
DEAL	KELLY	70	
DESAI	NIRALEE	673	
DIGGS	DAVONDA	64	
DORSEY	DENETRIC	27	
DOUGLAS	LANEISHA	281	
DOUGLAS	ROBYN	96	
DOWLEY	BETTY	363	
DRAKE	MISTY	144	
DUBOSE	TAYLOR	228	
DUDLEY	SUBRENA	230	
DUKE	ANGEL	29	
DUNSON	PATRICE	148	
DYER	MEGAN	7	
EASTERLING	ASHLEY	239	
EIDSON	ALEXANDER	732	
EIDSON	CAMERON	191	
ELKINS	JENNIFER	106	
ELLIOTT	SHANNON	383	
ELVIS	BRITTANY	177	
EVANS	BETTY	165	
EVANS	HAYLEE	108	
EVANS	NIVEA	466	
EVANS	SOYNIA	344	
FARMER	CEDRICK	61	
FEASTER	LATASHA	104	
FELDER	SHIRLEY	385	
FELDER	TYRONE	199	
FELIX	KEONDRA	336	
FERRELL	MILTON	48	
FERRERA	AALIYAH	65	
FLORES	JENSINE	212	
FLOYD	HELGA	190	
FLOYD	TIARA	312	
FOGAN	JACQUELINE	315	
FORD	MICHELLE	39	
FOXWORTH	MARGARET	220	
FRAZIER	MARTHA	220	
FRAZIER	TASHA	10	
FREEMAN	BRITTANY	39	
FRYAR	DIANA	258	
FULLARD	SHARONA	172	\$500.00

FULWOOD	KAREN	2	
FUNDERBURK	AUNDRA	11	
FUNK	LATRICE	464	
GADDY	SARA	109	
GADSON	EBONY	261	\$500.00
GAMBLE	THASALENE	393	
GARRIS	J'NIYA	130	
GASKINS	HANNAH	51	
GASKINS	JERNASIA	403	
GAYMON	KADEIDRE	83	
GEORGE	LASHAWN	191	
GEROGE	TISHEKA	187	
GOODMAN	WILLIE	80	
GOODYEAR	METRO	306	
GOULD	MICHELE	65	
GRAHAM	STEPHANIE	139	
GRAHAM	TANISHA	292	
GRAY	BRIDGET	140	
GRAY	MELISSA	170	
GREEN	BRIANNA	46	
HALL	ANNE	110	
HALL	DIANNE	429	
HALL	LARA	78	
HALLMAN	TAYLOR	194	
HAM	ELISABETH	164	
HAM	REBECCA	198	
HAMILTON	TRACEY	552	
HAMLIN	JAKELYA	170	
HANNA	MARCALA	305	
HARLEY	SEDONIA	412	
Harper	Stephanie	78	
HARRELL	ASHLEY	51	
HARRELSON	JOYCE	503	
HARRISON	NATALIE	59	
HARTLEY	JACQUELINE	89	
HASELDEN	VICKY	144	
HECKER	ADRIANA	192	
HIGBE	CRYSTAL	437	
HILBURN	ERICA	74	
HILL	COURTNEY	304	
HILL	JOANNA	5	
HINES	TEAIRA	432	
HODGES	RACHEL	144	\$500.00

HOPKINS	TAYLOR	173	
HOWARD	CHARLES	163	
HOWARD	SHALANDA	72	
HOWE	ELLEN	57	
HUBBARD	GAIL	62	
HUBBARD	NICOLE	194	
HUCKS	BRANTLEY	222	
HUGGINS	MICHELIN	249	
HUTCHINGS	JENNIE	55	
HUTCHINS	MEGHIN	231	
INGRAM	LANISHIA	49	
IVEY	TIFFANY	113	
JABERG	HEATHER	172	
JACKSON	ALYSIA	361	
JACO	WHITNEY	340	
JAMES	TONYA	19	
JENNINGS	TAMEIKA	474	
JENSEN	KAREN	28	
JETT	CRYSTAL	671	\$500.00
JETT	STANIELLE	243	
JEWELL	SARAH	11	
JOHNSON	BRANDEN	462	
JOHNSON	IEASHA	262	
JOHNSON	JOHN	540	
JOHNSON	TYNETTE	278	
JOHNSON	VALERIE	467	
JOHNSON	VALSHONDA	111	
JONES	LANORALENE	72	
JOYED	RACHELL	591	
KEITH	KAYLA	24	
KERRICK	VALERIE	74	\$500.00
KERSON	SHANEAQUIA	138	
KING	TAMARA	324	
KLEIN	CHERISE	149	
KNOWLIN	TYSHEE	55	
LADSON	JACQUANNA	323	
LAMBERT	JAMILA	181	
LAW	TYESHA	494	
LAYTON	NICOLE	148	
LEE	JAISON	12	
LEE	LACEY	211	
LEE	MATTHEW	508	
LEONARD	LAUREN	41	\$500.00

LESANE	VALERIE	524	
LESTER	KATHERINE	432	
LEWIS	AMBER	715	
LEWIS	CHANDA	9	
LILJA	BRITTANY	180	
LIVINGSTON	DIANE	121	
LOCKLEAR	COURTNEY	191	
LOWRIMORE	DELTAH	533	
MACGREGOR	DONNA	16	
MACK	GEORGE	733	
MACK	NATASHA	413	
MANESS	KIMBERLY	524	
MARSHALL	SHANTE	193	
MARTIN	KIMBERLY	76	
MATA ABARCA	ALFREDO	462	
MATHIS	ANNA	249	
MATTHEWS	CARRIE	510	
MAYNARD	NATALIE	275	
MCBRIDE	ALLISON	180	
MCBRIDE	JASMINE	107	
MCCLAM	SABRINA	265	
MCCORMICK	ROSIE	139	
MCCUTCHEON	BRIDGET	634	
MCDOWELL	SAVANNAH	60	
MCDUFFIE	LAKESHA	46	
MCGRIFF	ALEXUS	144	\$500.00
MCKINNEY	AUGUSTA	122	
MCKISSICK	LAKENYA	291	
MCKITHEN	SONEE	155	
MCLAUGHLIN	BRIDGET	7	
MCLEAN	MARTHA	152	
MCMILLAN	MELISSA	3	
MCMILLON	RENEE	249	
MCNEAL	ELISHA	587	
MCPHAIL	LISA	102	
MCWHITE	CASANDRA	129	\$500.00
MELINE	ALEXIS	273	
MESSENGER	JEANETTE	602	
MILES	ALEXIS	141	
MILLER	LAKESHIA	177	
MILLER	PAIGE	27	
MILLER	RACHEAL	272	
MILLS	DARLENE	47	

MITCHELL	KIMEERLY	167	
MITCHELL	RUTH JAMES	16	
MITCHELL	SHONDA	324	\$1,000.00
MITCHELL	STEPHANIE	164	
MITCHELL	TIFFANY	97	
MOONEY	KATHLEEN	52	
MOORE	ANITA	488	
MOORE	SHERWENA	237	
MOORE	TOMMIE	327	
Morgan	Mandy	503	
MORRIS	DELORES	148	
MORROW	SANDIE	408	
MULLINS	TIERRA	165	
MURPHY	JOSHUA	150	
MURPHY	TERRINE	265	
NANCE	SYLVIA	135	
NAYLOR	DONNA	148	
NEDD	DONETTE	76	
NESMITH	TELCHER	175	
NEWMAN	CRYSTAL	77	
NEWTON	ANDREA	178	
NIVENS	MONIQUE	664	
NIXON	BRENDA	312	
OLIVER	ANGELA	96	
OSBORNE	JANASIA	180	
OWENS	MARY	84	
OWENS	TOSHA	72	
PAGE	ADAM	169	
PARKER	CARLOTTA	216	
PARKER	KAREY	223	
PARKER	SHERI	209	
PARROTT	SHARON	192	
PASTORE	JOANN	174	
PEOPLES	TANGIE	199	
PERRY	CAROLINE	490	\$2,500.00
PHILEMON	RICHARD	54	
PHILLIPS	JASMINE	94	
PHILLIPS	KIARRA	483	
PILOT	JENNIFER	134	
POOLE	NIAIRAH	50	
POPE	MIKAYLA	230	
POSTON	GEORGINA	402	
POTTS	GEORGETTA	117	

PRESSLEY	NICOLE	107	
PRINCE	SOLOMON	32	
QUARLES HOLMES	MONICA	614	
RABON	KEISHA	256	
RADCLIFF	KATTIA	99	
RAMSEY-HICKS	FELICIA	187	
RAWLS	QUASHAUNDA	229	
REAVES	MARESHIA	255	
REAVES	TAMEIKA	67	
REDDEN	TAWANDA	281	
REGISTER	KAREN	148	
RHODES	DENISE	9	
RICHARDSON	JUAN	26	
RING	BARBARA	171	
ROBBINS	EMMA	418	
ROBERTSON	DANA	48	
ROBINSON	ARIANA	98	
ROBINSON	JANNIESHA	61	
ROBINSON	KENDRA	19	
ROBINSON	SHARON	285	
ROETS	DIANE	152	
ROGERS	IRVIN	182	
ROGERS	JANIS	398	
ROGERS	JUDITH	631	
ROGERS	RAYMOND	432	
ROGERS	SHANEKA	446	
ROGERS	WHITNEY	46	
ROLLINGS	MICHAEL	718	
RORLS-SELLERS	TAMIKKA	323	
ROSE	VELMA	11	
ROWELL	ALLISON	206	
RUSH	KEELY	16	
RUSH	VALERIE	186	
SASSER	CHARITY	76	
SCHAMBUREK	TONNIE	228	
SCHMIDTLEIN	ELIZABETH	245	
SCOTT	TENIKA	100	
SEALANDER	GABRIELLA	12	
SELLERS	ASHLEY	209	
SHAVERS THOMAS	MIESHA	49	
SHAW	MAGGIE	127	
SHAW	MICHAEL	4	
SHEPPARD	APRIL	575	

SHIELDS	DEBORAH	165	
SHIRD	ROBERTA	154	
SHORT	ARIELLE	25	
SIMMONS	CAMESIA	441	
SIMMONS	JAVORIA	54	
SIMMONS	MAESHA	17	
SINGLETARY	ANTOINETTE	163	
SINGLETARY	DAKAYLA	67	
SIPES-PACHOL	LESLIE	452	
SMALL	SHEKITKA	103	
SMITH	DIANE	58	
SMITH	KOMIKA	140	
SMITH	STEVEN	2	
SMITH	WHITNEY	293	
SNYDER	TIFFANY	41	
SOLES	LAYLA	537	
SPEARS	ANDREA	164	
SPIRES	JASON	239	
SPIVEY	WESLEY	321	
SPRINGER	TINA	43	
STACKHOUSE	ANNIE	9	
STAGG	JULIA	462	
STALLONE	CHRISTINE	38	
STARKS	MARY	171	
STEPHENS	BOBBY	37	
STEWART	GEORGE	175	
STOKES	LINDA	202	
STRONG	ALLYSSA	412	
SULLIVAN	KIMBERLY	533	
SUSEWELL	KAREN	100	
TAYLOR	CHARLENE	340	
TAYLOR	TYESHA	18	
TEDDER	DEANNA	207	
THOMAS	BRITTNEY	129	
THOMAS	CHRISTINA	382	
THOMPSON	AMY	110	
THOMPSON	KELLY	366	
TOALE	KELLY	406	
TURNAGE	FATIMAH	152	
UY	VANESSA	492	
VANHOOSE	ANTHONY	11	
WACTOR	NAZHAUI	111	
WALKER	CAROLYN	4	

WALKER	MARGARET	72	
WALKER	SHELIA	34	
WARD	DELTA	65	
WARREN	JENNIFER	743	
WASHINGTON	JANAE	41	
WATERS	THOMASINE	285	
WATFORD	EMILY	82	
WATFORD	ISAAC	136	
WATSON	PEGGY	95	
WATTS	LIBERTY	46	
WATTS	PAMELA	41	
WEATHERLY	JESSICA	1	
WEBB	AMANDA	424	
WELCH	CHERYL	555	\$1,000.00
WHATLEY	OLIVIA	317	
WHITLOW	RYAN	14	
WILBURN	AMANDA	299	
WILHELM	CHERYL	679	
WILLARD	CASEY	71	
WILLETT	JENNIFER	6	
WILLIAMS	LAPORSHA	586	
WILLIAMS	LASHIKA	457	
WILLIAMS	LEANNA	993	
WILLIAMS	NORMAN	412	\$500.00
WILLIAMS	SHANELL	119	
WILLIAMSON	REGINA	484	
WILSON	CAROLYN	18	
WILSON	CASSANDRA	7	
WINFIELD	SHARONDA	66	
WINTERS	BRITTANI	21	
WINTERS	JESSICA	328	
WITT	AMANDA	64	
WOODS	DESTINEE	38	
WOODS-MORRIS	TONIA	37	
WRIGHT	EBONY	134	
ZURAT	STEFANIE	311	
			<u>TOTAL</u>
			\$13,500.00

EXHIBIT 1-B

Reserve Fund Claims Form

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

Caroline Perry, Plaintiff

vs.

Civil Action No. 4:22-cv-00061-JD

McLeod Healthcare Network, Defendant.

CONSENT TO JOIN LAWSUIT AND CLAIM FORM

To be eligible to be paid money from the Reserve Fund in this Settlement, you must sign and return this Consent to Join Lawsuit and Claim Form by fax to [NUMBER], by email to [CLAIM ADMINISTRATOR] [EMAIL ADDRESS], or mail to [ADDRESS]. Your Consent to Join Lawsuit and Claim Form must be received by [CLAIM ADMINISTRATOR] on or before December 31, 2024 or it will be rejected.

1. Yes, I wish to be a part of the Settlement of this Lawsuit. My signature constitutes my consent to become a plaintiff in this Lawsuit and my consent to the terms of the Settlement Agreement in the above-captioned Lawsuit. By returning this Claim Form, I acknowledge that I fully release and discharge: McLeod Healthcare Network, LLC, McLeod Health, McLeod Regional Medical Center of the Pee Dee, Inc., McLeod Health Cheraw, McLeod Health Clarendon, McLeod Health Dillon, McLeod Loris Seacoast Hospital, McLeod Physician Associates II, and McLeod Occupational Health LLC; (ii) any current or former subsidiary, parent company, affiliated entity, related entity, joint venturer, predecessor, successor, assign, or division of the entities in (i); and (iii) any past, present and/or future, direct and/or indirect, officers, directors, owners, partners, members, trustees, agents, employees, shareholders, representatives, advisors, insurers, attorneys, or employee benefit or welfare programs or plans (including the administrators, trustee, fiduciaries, and insurers of such program or plan) of an entity referenced in or encompassed by subsection (i) or (ii) hereof from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, whether known or unknown, that were alleged or that reasonably arise out of the facts alleged in the operative complaint in the Action, which means all claims for allegedly uncompensated overtime, minimum wage, or other unpaid wages, and including liquidated damages, interest, penalties or fines, that were asserted or could have been asserted in this Action under federal, state, or local law, including off-the-clock claims, arising from interrupted or missed meal breaks, through the Settlement Effective Date. This release of the Settlement Claims includes all claims under the Fair Labor Standards Act and all other claims for wages, including the South Carolina Payment of Wages Act, claims under the theories of *quantum meruit*, unjust enrichment, conversion, breach of contract, theft of labor and any other state, federal, or local law related to the payment of wages, overtime, minimum wage, all claims for costs, attorneys' fees and/or interest, or any other benefits arising from the alleged non-payment of wages.

Signature

Date

Printed Name

Last Four Digits of Social Security Number

Email Address

Telephone Number

Street Address

City

State

Zip

Approximate Dates of Employment with McLeod (if known)

EXHIBIT 1-C

General Release for Service Award
Recipients

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between **McLeod Healthcare Network, LLC and its affiliated entities set forth herein** (referred to throughout this Agreement as “McLeod”) and the undersigned employee (“Employee”). The term “Party” or “Parties” as used herein shall refer to McLeod, Employee, or both, as may be appropriate.

1. Recitals.

This Agreement is made with reference to the following facts:

(a) On or about January 7, 2022, Maya Wilkes brought a collective action against McLeod, which is pending in the District of South Carolina as *Caroline Perry v. McLeod Healthcare Network, LLC*, Case No. 4:22-cv-00061-JD (the “Lawsuit”). In the Lawsuit, the Plaintiffs assert claims under the Fair Labor Standards Act and the South Carolina Payment of Wages Act;

(b) Employee previously consented to join the Action as an Opt-In Plaintiff pursuant to 29 U.S.C. § 216(b) and has neither withdrawn his/her consent nor been dismissed by the District Court; and

(c) There has been no determination on the merits of the Lawsuit but, in order to avoid additional cost and the uncertainty of litigation, Employee and McLeod have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against McLeod Healthcare Network, LLC, McLeod Health, McLeod Regional Medical Center of the Pee Dee, Inc., McLeod Health Cheraw, McLeod Health Clarendon, McLeod Health Dillon, McLeod Loris Seacoast Hospital, McLeod Physician Associates II, and McLeod Occupational Health LLC and/or their direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of execution of this Agreement.

2. Consideration/Indemnification for Tax Consequences and Liens.

(a) In consideration for Employee signing this Agreement, and complying with its terms and subject to the revocation language below, if any, McLeod agrees to pay a Service Award as set forth in Exhibit C to the global Settlement Agreement reached in this matter (the “Settlement Payment”).

(b) Employee understands and agrees McLeod is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee’s dependents, successors, assigns, heirs, executors, and administrators (and Employee’s legal representatives of every kind), agrees to indemnify and

hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority's determination that McLeod or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee's Counsel pursuant to Paragraph 2(a) of this Agreement. Employee agrees that Employee shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from McLeod or any of the other Releasees of the assessment of such taxes, penalties, or interest.

(c) Any settlement payments made by check set forth in this paragraph will be delivered by the settlement administrator in accordance with the global Settlement Agreement executed on behalf of the collective by the named Plaintiff and her counsel, which is incorporated herein by reference.

3. No Consideration Absent Execution of this Agreement.

Employee understands and agrees that Employee would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Employee's timely execution of this Agreement and the fulfillment of the promises contained herein.

4. General Release, Claims Not Released and Related Provisions.

(a) **General Release of All Claims.** Employee and Employee's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Age Discrimination in Employment Act ("ADEA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA");
- Families First Coronavirus Response Act;
- The South Carolina Human Affairs Law, as amended, SC Code Ann. § 1-13-10 *et seq.*;
- The South Carolina Payment of Wages Law, as amended, SC Code Ann. § 41-10-10 *et seq.*;
- The South Carolina Workers' Compensation Retaliation Law, SC Code Ann. § 41-1-80 *et seq.*;
- South Carolina Genetic Information Privacy Act, S.C. Code Ann. § 38-93-10 *et seq.*, as amended;

- South Carolina Smokers' Right Law, S.C. Code Ann. § 41-1-85, *et seq.*, as amended;
- South Carolina Bone Marrow Donor Program Leave Provisions, S.C. Code Ann. § 44-43-80 *et seq.*, as amended;
- South Carolina Occupational Safety and Health Act, § 41-15-10 *et seq.*, as amended;
- South Carolina Jury and Witness Duty Leave Provisions, § 41-1-70, as amended;
- South Carolina Volunteer Firefighter and Emergency Medical Services Personnel Job Protection Act, § 6-11-1460, as amended;
- South Carolina provision regarding termination of an authorized worker and replacing with unauthorized alien, S.C. Code Ann. § 41-1-30;
- South Carolina Military Leave/Reemployment Rights Provisions, § 25-1-10 *et seq.*, as amended;
- South Carolina Illegal Immigration Reform Act, S.C. Code Ann. § 41-8-10 *et seq.*;
- South Carolina provision regarding unlawful discrimination against union members, S.C. Code Ann. § 41-1-20;
- South Carolina Right to Work Act, S.C. Code § 41-7-10 *et seq.*;
- South Carolina Pregnancy Accommodations Act;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee's own vested or accrued employee benefits under McLeod's qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; or (iv) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Employee from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with or report unlawful conduct to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies.

(d) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which McLeod or any other Releasee identified in this Agreement is a party, other than the Lawsuit. Similarly, as

to any such claim against any Releasee that is not otherwise released, Employee waives Employee's right to a jury trial subject to applicable law.

5. Publicity

(a) Employee agrees not to publicize the terms of this Agreement to any media outlet, social media platform, or law firm website. Nothing contained herein shall be construed to prevent the disclosure of the amount and terms of settlement to the Parties' accountants, auditors, financial advisors, spouses, attorneys, tax authorities, or to any federal, state, or local government agency or court when required by law or court order to do so.

6. Acknowledgements and Affirmations.

Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against McLeod, except the Lawsuit, which is being dismissed with prejudice. Nothing in this Agreement or these Affirmations is intended to impair Employee's rights under whistleblower laws or cause Employee to disclose Employee's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(a) Employee also affirms that Employee has reported all hours worked as of the date Employee signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee further affirms that Employee has submitted expense reports for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(b) Employee further affirms that Employee has no known workplace injuries or occupational diseases.

(c) Employee also affirms that Employee has not divulged any proprietary or confidential information of McLeod and will continue to maintain the confidentiality of such information consistent with McLeod's policies and Employee's agreement(s) with McLeod and/or common law. Under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit against McLeod for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(d) Employee further affirms that Employee has not reported internally to McLeod any allegations of wrongdoing by McLeod or its officers, including any allegations of

corporate fraud, and Employee has not been retaliated against for reporting or objecting to any such allegations internally to McLeod.

(e) Employee shall not apply for, or accept, employment or other work engagement (including, for example, as an independent contractor or temporary worker) with McLeod or any Releasee under any circumstances because of, among other things, irreconcilable differences with McLeod. Employee agrees that, if Employee accepts employment or other work engagement with any Releasee in contravention of this Agreement, such Releasee may terminate Employee's employment or work engagement immediately and Employee shall have no claim against such Releasee, in law or equity, related to such termination (to the fullest extent permitted by law).

(f) Employee affirms that all of McLeod's decisions regarding Employee's pay and benefits through the date of Employee's execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

(g) Employee and McLeod acknowledge Employee's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

(h) Employee expressly waives any and all rights and claims that Employee may have for wrongful termination in violation of public policy, breach of contract, or any other statutory, common law, or equitable claim under South Carolina law.

7. Governing Law and Interpretation.

This Agreement shall be governed and conformed in accordance with the laws of South Carolina without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Employee agrees to sign a replacement release in a form provided by McLeod.

8. Nonadmission of Wrongdoing.

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

9. Amendment.

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

10. Entire Agreement.

This Agreement and the global Settlement Agreement referenced herein set forth the entire agreement between the Parties hereto, and fully supersede any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between McLeod and Employee, which shall remain in full force and effect according to their terms. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement and the global Settlement Agreement.

11. Counterparts and Signatures.

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

12. Mutual Negotiation.

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

13. Third Party Beneficiaries.

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Employee or any party acting on Employee's behalf.

14. Time to Negotiate and Consider.

In addition to having the opportunity to negotiate this Release Form, before signing it, through this reference, Employee is advised to consult with an attorney before signing this Release Form. Employee represent that they have carefully read this Release Form and find that it has been written in language that they understand. Employee has been given 21 days to consider whether to accept this Release Form, and has signed it only after reading, considering and understanding it. If any Employee signs this Release Form before the expiration of that 21-day period, he or she is expressly waiving his right to consider the Release Form for any remaining portion of that 21-day period. The Parties agree that any changes made to this Release Form from the version originally presented to Employee, whether those changes are deemed material or nonmaterial, do not extend the 21-day period Employee has been given to consider this Release Form. If Employee is over 40 years old, Employee may revoke this Agreement for a period of seven (7) calendar days following the day on which Employee signs or enters into this Agreement, and the Agreement is not enforceable until the revocation period has expired. Any

revocation within this period must be submitted, in writing, to Kelly Hurt, Vice President of Human Resources, 2210 Enterprise Dr., Florence, SC 29501, kelly.hurt@mcleodhealth.org, and state, "I hereby revoke my acceptance of our agreement and general release." The revocation must be postmarked or, if personally delivered, received by Kelly Hurt, Vice President of Human Resources, 2210 Enterprise Dr., Florence, SC 29501, kelly.hurt@mcleodhealth.org, or her designee within seven (7) calendar days after Employee signs or enters into this Agreement.

PLAINTIFF ACKNOWLEDGES THAT PLAINTIFF HAS HAD A REASONABLE PERIOD OF TIME TO CONSIDER THIS AGREEMENT. PLAINTIFF FURTHER ACKNOWLEDGES THAT PLAINTIFF HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY PLAINTIFF'S COUNSEL, FALLS LEGAL, LLC AND ANDERSON ALEXANDER, PLLC. AND SO DOING, ENTERS INTO THIS AGREEMENT.

PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

[INSERT NAME]

McLeod Healthcare Network, LLC

By: _____

By: _____

Print Name:

Title:

Date: _____

Date: _____